

1 W. SCOTT SIMPSON (*Pro Hac Vice* forthcoming)
2 JONATHAN E. BELING (*Pro Hac Vice* forthcoming)
3 SIMPSON, MCMAHAN GLICK & BURFORD, PLLC
4 2700 Highway 280, Suite 203W
5 Birmingham, Alabama 24112
6 Telephone: (205) 876-1600
7 Email: wsimpson@smgblawyers.com
jbeling@smgblawyers.com

8 LEE E. BAINS, JR. (*Pro Hac Vice* forthcoming)
9 THOMAS W. THAGARD (*Pro Hac Vice* forthcoming)
10 JAMES C. LESTER (*Pro Hac Vice* forthcoming)
11 MAYNARD, COOPER & GALE, P.C.
12 1901 Sixth Avenue North, Suite 2400
13 Birmingham, Alabama 35203
14 Telephone: (205) 254-1000
15 Email: lbains@maynardcooper.com
tthagard@maynardcooper.com
jlester@maynardcooper.com

16 LINDA B. OLIVER (SBN 166720)
17 loliver@maynardcooper.com
18 MAYNARD, COOPER & GALE, LLP
19 600 Montgomery Street, Suite 2600
20 San Francisco, California 94111
21 Telephone: (415) 646-4700

22 Attorneys for Defendants HOMETOWN AMERICA MANAGEMENT
23 CORP., HOMETOWN AMERICA MANAGEMENT L.P.,
24 HOMETOWN AMERICA MANAGEMENT LLC

25 **UNITED STATES DISTRICT COURT**

26 **NORTHERN DISTRICT OF CALIFORNIA**

27 CAM FOLKS and ELEANOR MILLER, on behalf) CASE NO. 3:18-cv-03702-MEJ
28 of themselves and all others similarly situated,)
Plaintiffs,) **ANSWER OF HOMETOWN AMERICA**
vs.) **MANAGEMENT, LLC**
HOMETOWN AMERICA MANAGEMENT)
CORPORATION, a Delaware corporation;)
HOMETOWN AMERICA MANAGEMENT L.P.,)
a Delaware partnership; HOMETOWN AMERICA)
MANAGEMENT LLC, a Delaware limited liability)
company; dba THE ORCHARD MOBILEHOME)
COMMUNITY; DANI CRAWFORD; and DOES 1)
through 20,)
Defendants.)

Defendant Hometown America Management, LLC (“Hometown LLC”) submits the following answer and affirmative defenses to the Class Action Complaint (“Complaint”) filed by Plaintiffs Cam Folks (“Folks”) and Eleanor Miller (“Miller”) (collectively, “Plaintiffs”) as follows:

I. INTRODUCTION

1. Hometown LLC admits that in wildfires occurred in Sonoma County in October 2017, but otherwise lacks knowledge or information sufficient to form a belief about the truth of the remaining specific allegations of Paragraph 1.

2. Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of the allegations in the first sentence of Paragraph 2. The remaining allegations in Paragraph 2 express Plaintiffs' characterization of this action and are not allegations of fact; thus, no response is required. To the extent that the remaining allegations can be construed to constitute allegations of fact to which a response is required, the remaining allegations of Paragraph 2 are denied.

3. Hometown LLC admits that the October 2017 wildfires damaged or destroyed homes in The Orchard manufactured housing community. Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations of Paragraph 3.

4. Hometown LLC denies the allegations of Paragraph 4 as they pertain to Hometown LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 4 to the extent they pertain to any other party in this action, and on that basis denies the allegations.

5. Hometown LLC denies the allegations of Paragraph 5 as they pertain to Hometown LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 5 to the extent they pertain to any other party in this action, and on that basis denies the allegations.

II. FACTUAL BACKGROUND

6. Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of the allegations of Paragraph 6, including whether the photograph inserted in Paragraph 6 of the Complaint is one of the homes destroyed by the October 2017 wildfires.

1 7. Hometown LLC admits that the October 2017 wildfires damaged or destroyed homes in
2 The Orchard manufactured housing community. Hometown LLC lacks knowledge or information
3 sufficient to form a belief about the truth of the remaining allegations of Paragraph 7.

4 8. Hometown LLC admits the allegations in the first sentence of Paragraph 8. The
5 remaining allegation in Paragraph 8 contains a legal conclusion to which no response is required. To
6 the extent a response is required, Hometown LLC lacks knowledge or information sufficient to form a
7 belief about the truth of the remaining factual allegations in Paragraph 8 and Hometown LLC denies
8 Plaintiffs' legal conclusions to the extent they are inconsistent with the governing statutes, regulations,
9 court decisions and/or the facts of this case.

10 9. Hometown LLC admits that Hometown America Management L.P. ("Hometown LP")
11 manages The Orchard manufactured home community. Hometown LLC denies that Dani Crawford is
12 employed by Hometown LLC. Upon information and belief, Hometown LLC admits that Dani
13 Crawford is employed by Hometown LP. Hometown LLC denies the remaining allegations of
14 Paragraph 9.

15 10. Hometown LLC denies the allegations in the first sentence of Paragraph 10 as they
16 pertain to Hometown LLC, and Hometown LLC lacks knowledge or information sufficient to form a
17 belief about the truth of the allegations in the first sentence of Paragraph 10 to the extent they pertain to
18 any other party in this action, and on that basis denies the allegations. Hometown LLC admits that its
19 offices and the offices of Hometown LP and Hometown America Management Corporation
20 ("Hometown Corporation") are within the building depicted in the photograph in Paragraph 10.

21 11. Hometown LLC lacks knowledge or information sufficient to form a belief about the
22 truth of the allegations in Paragraph 11.

23 12. Hometown LLC lacks knowledge or information sufficient to form a belief about the
24 truth of the allegations in Paragraph 12.

25 13. Hometown LLC lacks knowledge or information sufficient to form a belief about the
26 truth of the allegations of Paragraph 13.

1 14. Hometown LLC denies the allegations of Paragraph 14 as they pertain to Hometown
2 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
3 the allegations in Paragraph 14 to the extent they pertain to any other party in this action, and on that
4 basis denies the allegations.

5 15. Hometown LLC denies the allegations of Paragraph 15 as they pertain to Hometown
6 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
7 the allegations in Paragraph 15 to the extent they pertain to any other party in this action, and on that
8 basis denies the allegations.

9 16. Hometown LLC denies the allegations of Paragraph 16 as they pertain to Hometown
10 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
11 the allegations in Paragraph 16 to the extent they pertain to any other party in this action, and on that
12 basis denies the allegations.

13 17. Hometown LLC denies the allegations of Paragraph 17 as they pertain to Hometown
14 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
15 the allegations in Paragraph 17 to the extent they pertain to any other party in this action, and on that
16 basis denies the allegations.

17 18. Hometown LLC denies the allegations of Paragraph 18 as they pertain to Hometown
18 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
19 the allegations in Paragraph 18 to the extent they pertain to any other party in this action, and on that
20 basis denies the allegations.

21 19. Hometown LLC lacks knowledge or information sufficient to form a belief about the
22 truth of the allegations of Paragraph 19.

23 20. Hometown LLC denies the allegations of Paragraph 20 as they pertain to Hometown
24 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
25 the allegations in Paragraph 20 to the extent they pertain to any other party in this action, and on that
26 basis denies the allegations.

1 21. Hometown LLC denies the allegations of Paragraph 21 as they pertain to Hometown
2 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
3 the allegations in Paragraph 21 to the extent they pertain to any other party in this action, and on that
4 basis denies the allegations.

5 22. Hometown LLC denies the allegations of Paragraph 22 as they pertain to Hometown
6 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
7 the allegations in Paragraph 22 to the extent they pertain to any other party in this action, and on that
8 basis denies the allegations.

9 23. Hometown LLC denies the allegations of Paragraph 23 as they pertain to Hometown
10 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
11 the allegations in Paragraph 23 to the extent they pertain to any other party in this action, and on that
12 basis denies the allegations.

13 24. Hometown LLC denies the allegations of Paragraph 24 as they pertain to Hometown
14 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
15 the allegations in Paragraph 24 to the extent they pertain to any other party in this action, and on that
16 basis denies the allegations.

17 25. Hometown LLC denies the allegations of Paragraph 25 as they pertain to Hometown
18 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
19 the allegations in Paragraph 25 as they pertain to any other party in this action, and on that basis denies
20 the allegations.

21 26. Hometown LLC denies the allegations of Paragraph 26 as they pertain to Hometown
22 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
23 the allegations in Paragraph 26 as they pertain to any other party in this action, and on that basis denies
24 the allegations.

25 27. Hometown LLC denies the allegations of Paragraph 27 as they pertain to Hometown
26 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
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1 the allegations in Paragraph 27 as they pertain to any other party in this action, and on that basis denies
2 the allegations.

3 28. Hometown LLC denies the allegations of Paragraph 28 as they pertain to Hometown
4 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
5 the allegations in Paragraph 28 as they pertain to any other party in this action, and on that basis denies
6 the allegations.

7 29. Hometown LLC denies the allegations of Paragraph 29 as they pertain to Hometown
8 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
9 the allegations in Paragraph 29 as they pertain to any other party in this action, and on that basis denies
10 the allegations.

11 30. Hometown LLC denies the allegations of Paragraph 30 as they pertain to Hometown
12 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
13 the allegations in Paragraph 30 as they pertain to any other party in this action, and on that basis denies
14 the allegations.

15 31. Hometown LLC lacks knowledge or information sufficient to form a belief about the
16 truth of the allegations in Paragraph 31.

17 32. Hometown LLC denies the allegations of Paragraph 32 as they pertain to Hometown
18 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
19 the allegations in Paragraph 32 to the extent they pertain to any other party in this action, and on that
20 basis denies the allegations.

21 33. Hometown LLC lacks knowledge or information sufficient to form a belief about the
22 truth of the allegations in Paragraph 33 and states that the email correspondence speaks for itself.

23 34. Hometown LLC lacks knowledge or information sufficient to form a belief about the
24 truth of the allegations in the second sentence of Paragraph 34. Hometown LLC denies the remaining
25 allegations of Paragraph 34 as they pertain to Hometown LLC, and Hometown LLC lacks knowledge
26 or information sufficient to form a belief about the truth of the remaining allegations of Paragraph 34 to
27 the extent they pertain to any other party in this action, and on that basis denies the allegations.

III. JURISDICTION AND VENUE

35. The first three sentences of Paragraph 35 express Plaintiffs' characterization of this action and are not allegations of fact; thus, no response is required. To the extent that the allegations can be construed to constitute allegations of fact to which a response is required, the allegations of the first three sentences of Paragraph 35 are denied. Hometown LLC denies the remaining allegations of Paragraph 35 as they pertain to Hometown LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations of Paragraph 35 to the extent they pertain to any other party in this action, and on that basis denies the allegations.

36. Hometown LLC admits The Orchard manufactured home community is located in Santa Rosa, California. Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of the allegations in the first sentence of Paragraph 36. The remaining allegations in Paragraph 36 contain legal conclusions to which no response is required. To the extent a response is required, Hometown LLC denies the remaining factual allegations of Paragraph 36 as they pertain to Hometown LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of the remaining factual allegations of Paragraph 36 to the extent they pertain to any other party in this action. Hometown LLC denies Plaintiffs' legal conclusions to the extent they are inconsistent with the governing statutes, regulations, court decisions and/or the facts of this case.

IV. THE PARTIES

37. Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 37.

38. Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 38.

39. Hometown LLC admits the second and third sentences of Paragraph 39. Hometown LLC denies that Dani Crawford is an employee of Hometown LLC and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of the allegations of Dani Crawford's residence. Hometown LLC denies that "Hometown America Corporation" is a defendant in

1 this action, and Hometown LLC lacks knowledge or information sufficient to form a belief about the
2 truth of the state of incorporation for any entity known as Hometown America Corporation and the
3 location of its principal place of business. Hometown LLC denies the remaining allegations of
4 Paragraph 39.

5 40. Hometown LLC denies the allegations of Paragraph 40 as they pertain to Hometown
6 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
7 the allegations in Paragraph 40 to the extent they pertain to any other party in this action, and on that
8 basis denies the allegations.

9 41. The allegations of Paragraph 41 are not allegations of fact directed at Hometown LLC
10 and, thus, no response is required. To the extent a response is required, Hometown LLC denies the
11 allegations of Paragraph 41.

12 42. Hometown LLC denies the allegations of Paragraph 42.

13 43. The allegations of Paragraph 43 are not allegations of fact directed at Hometown LLC
14 and, thus, no response is required. To the extent a response is required, Hometown LLC denies the
15 allegations of Paragraph 43.

16 44. Hometown LLC denies the allegations of Paragraph 44 as they pertain to Hometown
17 LLC.

18 45. Hometown LLC denies the allegations of Paragraph 45.

19 **V. ADDITIONAL FACTUAL ALLEGATIONS**

20 46. Hometown LLC admits that The Orchard is a manufactured home community in Santa
21 Rosa, California. The remaining allegations in Paragraph 46 contain legal conclusions to which no
22 response is required. To the extent a response is required, Hometown LLC lacks knowledge or
23 information sufficient to form a belief about the truth of the remaining factual allegations in Paragraph
24 46 and Hometown LLC denies Plaintiffs' legal conclusions to the extent they are inconsistent with the
25 governing statutes, regulations, court decisions and/or the facts of this case.

26 47. Hometown LLC denies the allegations of Paragraph 47 as they pertain to Hometown
27 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
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1 the allegations in Paragraph 47 to the extent they pertain to any other party in this action, and on that
2 basis denies the allegations.

3 48. Hometown LLC admits the October 2017 wildfires damaged or destroyed homes located
4 at The Orchard. Hometown LLC lacks knowledge or information sufficient to form a belief about the
5 truth of the remaining allegations in Paragraph 48.

6 49. Hometown LLC denies that it is the owner of The Orchard. The remaining allegations in
7 Paragraph 49 contain legal conclusions to which no response is required. To the extent a response is
8 required, Hometown LLC denies the remaining factual allegations of Paragraph 49 as they pertain to
9 Hometown LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about
10 the truth of the remaining factual allegations in Paragraph 49 to the extent they pertain to any other
11 party in this action. Further, Hometown LLC denies Plaintiffs' legal conclusions to the extent they are
12 inconsistent with the governing statutes, regulations, court decisions and/or the facts of this case.

13 50. The allegations in Paragraph 50 contain legal conclusions to which no response is
14 required. To the extent a response is required, Hometown LLC lacks knowledge or information
15 sufficient to form a belief about the truth of the factual allegations in Paragraph 50 and Hometown LLC
16 denies Plaintiffs' legal conclusions to the extent they are inconsistent with the governing statutes,
17 regulations, court decisions and/or the facts of this case.

18 51. The allegations in Paragraph 51 contain legal conclusions to which no response is
19 required. To the extent a response is required, Hometown LLC lacks knowledge or information
20 sufficient to form a belief about the truth of the factual allegations in Paragraph 51 and Hometown LLC
21 denies Plaintiffs' legal conclusions to the extent they are inconsistent with the governing statutes,
22 regulations, court decisions and/or the facts of this case.

23 52. The allegations in Paragraph 52 contain legal conclusions to which no response is
24 required. To the extent a response is required, Hometown LLC lacks knowledge or information
25 sufficient to form a belief about the truth of the factual allegations in Paragraph 52 and Hometown LLC
26 denies Plaintiffs' legal conclusions to the extent they are inconsistent with the governing statutes,
27 regulations, court decisions and/or the facts of this case.

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1 53. The allegations in Paragraph 53 contain legal conclusions to which no response is
2 required. To the extent a response is required, Hometown LLC lacks knowledge or information
3 sufficient to form a belief about the truth of the factual allegations in Paragraph 53 and Hometown LLC
4 denies Plaintiffs' legal conclusions to the extent they are inconsistent with the governing statutes,
5 regulations, court decisions and/or the facts of this case.

6 54. The allegations in Paragraph 54 contain legal conclusions to which no response is
7 required. To the extent a response is required, Hometown LLC lacks knowledge or information
8 sufficient to form a belief about the truth of the factual allegations in Paragraph 54 and Hometown LLC
9 denies Plaintiffs' legal conclusions to the extent they are inconsistent with the governing statutes,
10 regulations, court decisions and/or the facts of this case.

11 55. Hometown LLC denies the allegations of Paragraph 55 as they pertain to Hometown
12 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
13 the allegations in Paragraph 55 to the extent they pertain to any other party in this action, and on that
14 basis denies the allegations.

15 56. The allegations in Paragraph 56 contain legal conclusions to which no response is
16 required. To the extent a response is required, Hometown LLC lacks knowledge or information
17 sufficient to form a belief about the truth of the factual allegations in Paragraph 56 and Hometown LLC
18 denies Plaintiffs' legal conclusions to the extent they are inconsistent with the governing statutes,
19 regulations, court decisions and/or the facts of this case.

20 57. Hometown LLC denies the allegations in the second sentence of Paragraph 57. The
21 remaining allegations in Paragraph 57 contain legal conclusions to which no response is required. To
22 the extent a response is required, Hometown LLC denies the remaining factual allegations of Paragraph
23 57 as they pertain to Hometown LLC, and Hometown LLC lacks knowledge or information sufficient
24 to form a belief about the truth of the remaining factual allegations in Paragraph 57 to the extent they
25 pertain to any other party in this action. Further, Hometown LLC denies Plaintiffs' legal conclusions to
26 the extent they are inconsistent with the governing statutes, regulations, court decisions and/or the facts
27 of this case.

1 58. Hometown LLC denies the allegations in the first and third sentences of Paragraph 58 as
2 they pertain to Hometown LLC, and Hometown LLC lacks knowledge or information sufficient to
3 form a belief about the truth of the allegations in the first and third sentences of Paragraph 58 to the
4 extent they pertain to any other party in this action, and on that basis denies the allegations. To the
5 extent that the second sentence of Paragraph 58 alleges that Hometown LLC is guilty of capitalizing on
6 a tragedy or has betrayed the trust of anyone, Hometown LLC denies the allegations.

7 59. Hometown LLC denies the allegations of Paragraph 59 as they pertain to Hometown
8 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
9 the allegations in Paragraph 59 to the extent they pertain to any other party in this action, and on that
10 basis denies the allegations.

11 60. Hometown LLC lacks knowledge or information sufficient to form a belief about the
12 truth of the allegations in Paragraph 60 and states that the Rental Agreement at issue speaks for itself.

13 61. Hometown LLC denies the allegations of Paragraph 61 as they pertain to Hometown
14 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
15 the allegations in Paragraph 61 to the extent they pertain to any other party in this action, and on that
16 basis denies the allegations.

17 62. Hometown LLC denies the allegations of Paragraph 62 as they pertain to Hometown
18 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
19 the allegations in Paragraph 62 to the extent they pertain to any other party in this action, and on that
20 basis denies the allegations. Hometown LLC states that the email, partially quoted in Paragraph 62,
21 speaks for itself.

22 63. Hometown LLC denies the allegations of Paragraph 63 as they pertain to Hometown
23 LLC, and Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of
24 the allegations in Paragraph 63 to the extent they pertain to any other party in this action, and on that
25 basis denies the allegations.

64. Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 64. Hometown LLC states that the letter, partially quoted in Paragraph 64, speaks for itself.

65. Hometown LLC denies making any assertion regarding the clean-up costs as alleged in Paragraph 65. The remaining allegations in Paragraph 65 contain legal conclusions to which no response is required. To the extent a response is required, Hometown LLC lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 65.

66. Hometown LLC denies the allegations of Paragraph 66.

VI. CLASS ALLEGATIONS

67. The first sentence of Paragraph 67 is not an allegation of fact, but the Plaintiffs' characterization of this action, and no response is required. Hometown LLC denies the remaining allegations of Paragraph 67.

68. Hometown LLC denies that the putative class described in Paragraph 68 is appropriate for class certification.

69. Hometown LLC denies that the putative sub-class described in Paragraph 69 is appropriate for class certification.

70. The allegations of Paragraph 70 are not allegations of fact directed at Hometown LLC and, thus, no response is required.

71. Hometown LLC denies the allegations of Paragraph 71.

72. Hometown LLC denies the allegations of Paragraph 72.

73. The allegations of Paragraph 73 are not allegations of fact directed at Hometown LLC and, thus, no response is required.

74. Hometown LLC denies the allegations of Paragraph 74.

75. Hometown LLC denies the allegations of Paragraph 75.

76. Hometown LLC denies the allegations of Paragraph 76.

77. Hometown LLC denies the allegations of Paragraph 77.

78. Hometown LLC denies the allegations of Paragraph 78.

1 79. Hometown LLC denies the allegations of Paragraph 79.

2 **VIII. CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION**

4 **(Violation of California Civil Code 798 et seq)**

5 **(Plaintiffs and the Class Against All Defendants)**

6 80. Answering Paragraph 80, Hometown LLC avers that this paragraph merely incorporates
7 by reference the preceding allegations contained in the Complaint.

8 81. Hometown LLC denies the allegations of Paragraph 81.

9 82. Hometown LLC denies the allegations of Paragraph 82.

10 83. Hometown LLC denies the allegations of Paragraph 83.

11 **SECOND CAUSE OF ACTION**

12 **(Elder Abuse)**

13 **(Plaintiffs and the Sub-Class Against All Defendants)**

14 84. Answering Paragraph 84, Hometown LLC avers that this paragraph merely incorporates
15 by reference the preceding allegations contained in the Complaint.

16 85. Hometown LLC denies the allegations of Paragraph 85.

17 86. Hometown LLC denies the allegations of Paragraph 86.

18 87. Hometown LLC denies the allegations of Paragraph 87.

19 88. Hometown LLC denies the allegations of Paragraph 88.

20 89. Hometown LLC denies the allegations of Paragraph 89.

21 **THIRD CAUSE OF ACTION**

22 **(Violation of California Business & Professional Code § 17200 et seq.)**

23 **(Plaintiffs and the Class Against All Defendants)**

24 90. Answering Paragraph 90, Hometown LLC avers that this paragraph merely incorporates
25 by reference the preceding allegations contained in the Complaint.

26 91. Hometown LLC denies the allegations of Paragraph 91.

27 92. Hometown LLC denies the allegations of Paragraph 92.

93. Hometown LLC denies the allegations of Paragraph 93.

94. Hometown LLC denies the allegations of Paragraph 94.

95. Hometown LLC denies the allegations of Paragraph 95.

FOURTH CAUSE OF ACTION

(Breach of Written Contract)

(Plaintiffs and the Class Against All Defendants)

96. Answering Paragraph 96, Hometown LLC avers that this paragraph merely incorporates by reference the preceding allegations contained in the Complaint.

97. Hometown LLC denies the allegations of Paragraph 97.

98. Hometown LLC denies the allegations of Paragraph 98.

FIFTH CAUSE OF ACTION

(Declaratory Relief)

(Plaintiffs and the Class Against All Defendants)

99. Answering Paragraph 99, Hometown LLC avers that this paragraph merely incorporates by reference the preceding allegations contained in the Complaint.

100. Hometown LLC denies the allegations of Paragraph 100.

101. Hometown LLC denies the allegations of Paragraph 101.

102. Hometown LLC denies the allegations of Paragraph 102.

103. Hometown LLC denies the allegations of Paragraph 103.

IV. PRAYER FOR RELIEF

Answering the Plaintiffs' Prayer for Relief, Hometown LLC denies the allegations, denies that its Plaintiffs are due any of the relief requested, and demands strict proof thereof.

DEFENSES

Without assuming any burden of proof where it otherwise lies with Plaintiffs or putative class members, Hometown LLC asserts the following defenses to Plaintiffs' Class Action Complaint:

1 **FIRST DEFENSE**

2 Hometown LLC generally denies each and every allegation set forth in Plaintiffs' Class Action
3 Complaint except those specifically admitted herein.

4 **SECOND DEFENSE**

5 The Class Action Complaint fails to state a claim upon which relief may be granted.

6 **THIRD DEFENSE**

7 Pursuant to the provisions of the California Code of Civil Procedure, § 431.20(d), Hometown
8 LLC generally denies all the allegations of Plaintiffs' Class Action Complaint except those specifically
9 admitted herein, and deny Plaintiffs sustained damages in the sums alleged, or any sum of damages at
10 all.

11 **FOURTH DEFENSE**

12 This Court lacks personal jurisdiction over Hometown LLC.

13 **FIFTH DEFENSE**

14 Plaintiffs are barred from pursuing any claim against Hometown LLC in the Superior Court of
15 the State of California, County of Sonoma, because venue is improper.

16 **SIXTH DEFENSE**

17 Plaintiffs have no right of action, procedural capacity and/or standing to bring some or all of the
18 claims raised in the Complaint and/or lack standing to bring claims on behalf of the putative class and
19 sub-class.

20 **SEVENTH DEFENSE**

21 Plaintiffs and some or all of the putative class members do not have standing to assert the
22 claims against Hometown LLC.

23 **EIGHTH DEFENSE**

24 The claims are barred by acceptance of the goods.

25 **NINTH DEFENSE**

26 The claims are barred by lack of privity. Hometown LLC never had any contractual or other
27 relationship with Plaintiffs and/or any member of the putative class.

TENTH DEFENSE

The alleged damages were caused by the acts or omissions of others for which Hometown LLC has no legal responsibility and for which Hometown LLC denies it was the proximate cause, and no act or omission by Hometown LLC represents a causal link, proximate cause, cause in fact, or but for cause with respect to the alleged damages or injury.

ELEVENTH DEFENSE

Plaintiffs and the purported class members cannot recover the alleged damages because they are the result of an intervening or superseding cause.

TWELFTH DEFENSE

The claims are barred because Hometown LLC breached no duty to Plaintiffs and/or any purported class member.

THIRTEENTH DEFENSE

The claims against Hometown LLC are barred, in whole or in part, by the applicable prescription and peremption periods, and by the doctrines of laches, estoppel and waiver.

FOURTEENTH DEFENSE

Hometown LLC asserts that the claims made by Plaintiffs and some or all of the putative class members are barred, in whole or in part, by the doctrine of mistake.

FIFTEENTH DEFENSE

Hometown LLC asserts that the claims made by Plaintiffs and some or all of the putative class members are barred, in whole or in part, by the doctrine of ambiguity.

SIXTEENTH DEFENSE

To the extent any contract claim is alleged against it, which claim is expressly denied for lack of privity, Hometown LLC asserts that the claims made by Plaintiffs and some or all of the putative class members are barred, in whole or in part, by the doctrines of ratification and/or acquiescence.

SEVENTEENTH DEFENSE

To the extent any contract claim is alleged against it, which claim is expressly denied for lack of privity, Hometown LLC asserts that the claims made by Plaintiffs and some or all of the putative class members are

1 extinguished, in whole or in part, by the doctrines of setoff and/or recoupment.

2 **EIGHTEENTH DEFENSE**

3 To the extent any fraud claim is alleged, Hometown LLC asserts the claim is not pleaded with the
4 particularity required under Rule 9(b) of the Federal Rules of Civil Procedure.

5 **NINETEENTH DEFENSE**

6 To the extent any contract claim is alleged against it, which claim is expressly denied for lack of privity,
7 Hometown LLC asserts that Plaintiffs and some or all of the putative class members have failed to satisfy all
8 conditions precedent.

9 **TWENTIETH DEFENSE**

10 Hometown LLC asserts that the claims made by Plaintiffs and some or all of the putative class members
11 are barred, in whole or in part, by the doctrine of equitable estoppel.

12 **TWENTY-FIRST DEFENSE**

13 The claims are barred, in whole or part, by the doctrines of *in pari delicto* and/or unclean hands.

14 **TWENTY-SECOND DEFENSE**

15 Plaintiffs' own action or inaction and/or the actions of the putative class members caused or contributed
16 to the alleged damages.

17 **TWENTY-THIRD DEFENSE**

18 The claims against Hometown LLC for damages are barred, in whole or in part: (i) because Plaintiffs
19 and/or the purported class members failed to mitigate their damages, and their failure to mitigate damages should
20 proportionately reduce their recovery and the allocation of any fault, if any exists, attributable to Hometown
21 LLC; (ii) because Plaintiffs and/or the purported class members would be unjustly enriched if allowed to recover
22 any portion of the damages alleged; and (iii) because the damages are speculative and remote, and because of the
23 impossibility of ascertaining and allocating those alleged damages.

24 **TWENTY-FOURTH DEFENSE**

25 The claims are barred by the doctrine of unjust enrichment.

26 **TWENTY-FIFTH DEFENSE**

27 To the extent any contract claim is alleged against it, which claim is expressly denied for lack of privity,

1 Hometown LLC asserts the claims are barred by Plaintiffs and/or the putative class members' own breach of the
2 contract.

3 **TWENTY-SIXTH DEFENSE**

4 Hometown LLC asserts that the Class Action Complaint fails to satisfy the requirements of Rule
5 23 of the Federal Rules of Civil Procedure or any state rule.

6 **TWENTY-SEVENTH DEFENSE**

7 Hometown LLC asserts that Plaintiffs are not proper class representatives.

8 **TWENTY-EIGHTH DEFENSE**

9 Class certification is inappropriate because of conflicts of interest between Plaintiffs and the
10 members of the putative class and/or between and among members of the putative class.

11 **TWENTY-NINTH DEFENSE**

12 Class certification is inappropriate because the Plaintiffs and/or Plaintiffs' counsel are
13 inadequate representatives of the members of the putative class.

14 **THIRTIETH DEFENSE**

15 To the extent special damages are sought, such damages may never be the subject of class
16 treatment under Rule 23 of the Federal Rules of Civil Procedure or any state rule.

17 **THIRTY-FIRST DEFENSE**

18 The Class Action Complaint fails to adequately define any class of persons who could properly
19 maintain this action as a class action.

20 **THIRTY-SECOND DEFENSE**

21 Class certification is inappropriate because the class defined is not ascertainable.

22 **THIRTY-THIRD DEFENSE**

23 Class certification is inappropriate because there is a lack of commonality of questions of law.

24 **THIRTY-FOURTH DEFENSE**

25 Class certification is inappropriate because the claims of some purported class members are
26 governed under the laws of different states.

1 **THIRTY-FIFTH DEFENSE**

2 Class certification is inappropriate because there is a lack of commonality of questions of fact.

3 **THIRTY-SIXTH DEFENSE**

4 Class certification is inappropriate because there is a lack of typicality.

5 **THIRTY-SEVENTH DEFENSE**

6 Class certification is inappropriate because there are likely to be difficulties in the management
7 of the proposed class action.

8 **THIRTY-EIGHTH DEFENSE**

9 Class certification is inappropriate because the claim and types of relief alleged by Plaintiffs on
10 their behalf and that of the putative class are matters in which individual questions of fact and law
11 predominate over common questions.

12 **THIRTY-NINTH DEFENSE**

13 Class certification is inappropriate because the claims and types of relief alleged by Plaintiffs
14 are not common to or typical of any claims of the members of the putative class which Plaintiffs
15 purports to represent.

16 **FORTIETH DEFENSE**

17 Class certification is inappropriate because the Plaintiffs have not shown and cannot show that
18 class treatment of the claims alleged and relief sought is superior to other methods of adjudicating the
19 dispute.

20 **FORTY-FIRST DEFENSE**

21 Neither Plaintiffs nor any purported class member has suffered, and none will suffer, any injury
22 to a legally protected or cognizable interest by reason of the conduct of Hometown LLC as alleged in
23 the Complaint.

24 **FORTY-SECOND DEFENSE**

25 To the extent that Plaintiffs and/or any purported class member obtains recovery in any other
26 proceeding predicated on the same factual allegations, Plaintiffs and/or any purported class member are

1 barred from seeking recovery against Hometown LLC based on the Complaint pursuant to the doctrines
2 of *res judicata* and collateral estoppel, and the prohibition on double recovery for the same injury.

3 **FORTY-THIRD DEFENSE**

4 The claims are barred by prior bankruptcy proceedings of Plaintiffs and/or purported class
5 members, and Plaintiffs and/or such purported class members, who went through such bankruptcy
6 proceedings, are not the real party in interest and lack standing to pursue the causes of action.

7 **FORTY-FOURTH DEFENSE**

8 The claims are barred, in whole or in part, to the extent that Plaintiffs and/or any purported class
9 member has released, settled, entered into an accord and satisfaction, or otherwise compromised its
10 claims.

11 **FORTY-FIFTH DEFENSE**

12 To the extent that Plaintiffs or any purported class member attempts to seek equitable relief
13 against Hometown LLC, they are not entitled to such relief because they have an adequate remedy at
14 law.

15 **FORTY-SIXTH DEFENSE**

16 The claims against Hometown LLC are barred, in whole or in part, because of the non-joinder
17 of indispensable parties needed for a just adjudication. Hometown LLC further objects to class
18 certification on the ground that Plaintiffs have failed to join indispensable parties.

19 **FORTY-SEVENTH DEFENSE**

20 Any damages recovered from Hometown LLC must be limited by the applicable statutory
21 ceilings on recoverable damages.

22 **FORTY-EIGHTH DEFENSE**

23 The claims against Hometown LLC are improperly cumulated and/or joined with claims against
24 other Defendants and must be severed.

25 **FORTY-NINTH DEFENSE**

26 To the extent that punitive damages are sought, the claims for punitive damages against
27 Hometown LLC cannot be sustained because an award of punitive damages by a jury that: (i) is not
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1 provided constitutionally adequate standards of sufficient clarity for determining the appropriate
2 imposition of, and the appropriate size of a punitive damages award; (ii) is not adequately instructed on
3 the limits of punitive damages imposed by the applicable principles of deterrence and punishment; (iii)
4 is not expressly prohibited from awarding punitive damages, or determining the amount of an award of
5 punitive damages, in whole or in part on the basis of invidiously discriminatory characteristics,
6 including without limitation the residence, wealth, and corporate status of Hometown LLC; (iv) is
7 permitted to award punitive damages under a standard for determining liability for punitive damages
8 that is vague and arbitrary and does not define with sufficient clarity the conduct or mental state that
9 makes punitive damages permissible; (v) is not properly instructed regarding Plaintiffs' burden of proof
10 with respect to each and every element of a claim for punitive damages; (vi) is not subject to trial court
11 and appellate judicial review for reasonableness and furtherance of legitimate purposes on the basis of
12 constitutionally adequate and objective standards; and/or (vii.) is permitted to award such damages
13 when Hometown LLC was not given prior notice of the conduct for which such damages may be
14 imposed. Such award of punitive damages would violate Hometown LLC's Due Process and Equal
15 Protection rights guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution,
16 and would be improper under the Constitution, common law, and public policies of the State of
17 California or other state.

FIFTIETH DEFENSE

To the extent punitive damages are sought, the claims for punitive damages against Hometown LLC cannot be sustained because an award of punitive damages that is subject to no predetermined limit, such as a maximum multiple of compensatory damages or a maximum amount of punitive damages that may be imposed would: (i) violate Hometown LLC's due process rights guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution; (ii) violate Hometown LLC's right not to be subjected to an excessive award; and (iii) be improper under the Constitution, common law, and public policies of the State of California or other state.

FIFTY-FIRST DEFENSE

The claims are, or may be, barred in whole or in part to the extent that the award of punitive damages, to

1 the extent they are even pleaded, would violate the Fourth, Fifth, Sixth, Eighth and Fourteenth Amendments,
 2 separately, of the Constitution of the United States and any analogous provisions of the Constitution of the State
 3 of California or other state on each of the following separate and several grounds: (i.) the procedures fail to
 4 provide means for awarding separate judgments against alleged tortfeasors; (ii.) the procedures fail to provide a
 5 limit on the amount of the award against separate defendants; (iii.) the procedures fail to provide specific
 6 standards for the award of punitive damages; (iv.) the procedures permit the award of punitive damages upon
 7 satisfaction of a standard of proof less than that applicable to the imposition of criminal sanctions; (v.) the
 8 procedures fail to provide a clear consistent and appellate standard of review of an award of punitive damages;
 9 (vi.) the procedures permit the admission of evidence relative to punitive damages in the same proceedings
 10 during which liability and compensatory damages are determined; and (vii.) the standards of conduct upon which
 11 punitive damages are sought are vague.

FIFTY-SECOND DEFENSE

13 To the extent Plaintiffs and/or some or all of the putative class members seek or will accept an award of
 14 exemplary or punitive damages, Hometown LLC specifically incorporates by reference any and all standards of
 15 limitations regarding the determinations and/or enforceability of such damage awards set forth in the United
 16 States Supreme Court decisions of *BMW of N. Am., Inc. v. Gore*, 517 U.S. 559 (1996); *Cooper Indus., Inc. v.*
 17 *Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001); *State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408
 18 (2003); and *Philip Morris USA v. Williams*, 549 U.S. 346 (2007).

FIFTY-THIRD DEFENSE

20 No trial by jury on the issue of punitive or exemplary damages, to the extent alleged, is permitted under
 21 *Cooper Indus., Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001).

FIFTY-FOURTH DEFENSE

23 Hometown LLC asserts that Plaintiffs and/or putative class members are not entitled to any award of
 24 attorneys' fees.

FIFTY-FIFTH DEFENSE

26 Hometown LLC asserts that there can be no class-wide award of punitive or exemplary damages.

FIFTY-SIXTH DEFENSE

The claims are barred, in whole or in part, by the doctrine of contributory and/or comparative fault.

FIFTY-SEVENTH DEFENSE

To the extent the negligence, lack of care and/or fault of any person or entity other than Hometown LLC was a legal cause, in whole or in part, of any damages, injuries or losses alleged and/or sustained by Plaintiffs or any putative class member, then Hometown LLC pleads such negligence, lack of care and/or fault in defense of, as a bar to and/or as a reduction of any liability of Hometown LLC.

FIFTY-EIGHTH DEFENSE

In the event a product for which Hometown LLC may be alleged to be responsible and liable, which responsibility and liability Hometown LLC expressly denies, was involved in the transaction and occurrence at issue, then to the extent that product was misused or abused and contributed to the damages, injuries or losses alleged, then Hometown LLC pleads such misuse and/or abuse in defense of, as a bar to, and/or as a reduction of any liability of Hometown LLC.

FIFTY-NINTH DEFENSE

In the event Hometown LLC is found liable to Plaintiffs, which liability is at all times denied, then that liability must be reduced by the proportion of fault of others whose fault was a legal cause of the damages, injuries or losses alleged and/or sustained by Plaintiffs.

SIXTIETH DEFENSE

The events, injuries, losses and damages alleged and/or sustained by Plaintiffs and/or the purported class members occurred without any negligence, want of care, fault, or other breach of duty on the part of Hometown LLC.

SIXTY-FIRST DEFENSE

To the extent that the fault of others for whom or which Hometown LLC was not responsible and cannot be held liable, was active and primary in character and a legal cause of the injuries, losses and damages alleged, then Hometown LLC pleads such active and primary fault of others in defense of, as a bar to and/or as a reduction of any liability of Hometown LLC; and further, in and to the foregoing

1 extent, that any fault of Hometown LLC, which is at all times denied, was passive or secondary in
2 nature, and as a result, Hometown LLC cannot be held liable, or in the alternative, Hometown LLC's
3 liability, if any, must be reduced by the proportion of fault of others, including Plaintiffs and/or the
4 purported class members, whose fault was a legal cause of the damages, injuries or losses alleged
5 and/or sustained by them.

6 **SIXTY-SECOND DEFENSE**

7 The Complaint and each cause of action alleged therein fail to show any entitlement to the
8 remedy of injunctive relief because, among other things, they fail to state facts sufficient to show
9 inadequacy of a legal remedy.

10 **SIXTY-THIRD DEFENSE**

11 The written notice required by California Civil Code § 798.84 was defective, insufficient, and
12 did not comply with the requirements of said statute, and therefore there can be no recovery on the
13 alleged causes of action, among other things, this written notice failed to notify Hometown LLC of the
14 basis of the claim, the specific allegations, and the remedies requested. Therefore, the alleged causes of
15 action are barred and must fail.

16 **SIXTY-FOURTH DEFENSE**

17 Plaintiffs alleged and/or seek to recover an improper measure of damages.

18 **SIXTY-FIFTH DEFENSE**

19 Hometown LLC acted in good faith and has reasonable grounds for believing its conduct did
20 not violate any law and, in fact, its conduct did not violate any law.

21 **SIXTY-SIXTH DEFENSE**

22 The Class Action Complaint and each purported claim therein are barred on the grounds that
23 Hometown LLC did not engage in any wrongful conduct or breach of contract.

24 **SIXTY-SEVENTH DEFENSE**

25 Hometown LLC's alleged breach of contract is excused by impossibility or impracticability of
26 performance and/or force majeure.

SIXTY-EIGHTH DEFENSE

Plaintiffs prevented or frustrated the performance of the contract by Hometown LLC.

SIXTY-NINTH DEFENSE

Any actions by Hometown LLC that could be construed as relating to the conduct alleged in the Class Action Complaint were not unlawful, unfair, or fraudulent.

SEVENTIETH DEFENSE

The Class Action Complaint and each cause of action alleged therein fail to show any entitlement to the remedy of injunctive relief because, among other things, they fail to state facts sufficient to show inadequacy of a legal remedy.

SEVENTY-FIRST DEFENSE

Plaintiffs' alleged damages are limited by the economic loss doctrine.

SEVENTY-SECOND DEFENSE

Hometown LLC adopts any and all defenses asserted by any other defendant in this action.

SEVENTY-THIRD DEFENSE

The exact causes of action, damages/losses claimed by Plaintiffs and/or any putative class members are unknown to Hometown LLC, and thus Hometown LLC cannot adequately determine all defenses that may be applicable. Therefore, Hometown LLC reserves the right to amend its Answer to assert additional defenses and/or affirmative defenses and to assert Cross-Claims, Counterclaims, and/or Third-Party Claims as may become apparent or available during the course of litigation.

Dated: June 22, 2018

MAYNARD COOPER & GALE LLP

Respectfully submitted,

/s/ Linda B. Oliver

Linda B. Oliver
Attorneys for Defendants Hometown America Management, Corp., Hometown America Management, LLC, and Hometown America Management, LP

PROOF OF SERVICE

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

I am employed in the County of San Francisco, State of California. I am over the age of 21 and not a party to the within action. My business address is Maynard, Cooper & Gale, LLP, 600 Montgomery Street, Suite 2600, San Francisco, CA 94111. On the date indicated below, I served the foregoing document described as:

ANSWER OF HOMETOWN AMERICA MANAGEMENT, LLC

on the interested parties in this action by placing: [] the original document - OR- [X] a true and correct copy thereof enclosed in sealed envelopes addressed as follows:

Mark P. Robinson, Jr.
ROBINSON CALCAGNIE, INC.
19 Corporate Plaza Drive
Newport Beach, CA 92660
Telephone: (949) 720-1288
Facsimile: (949) 720-1292
Email: mrobinson@robinson.firm.

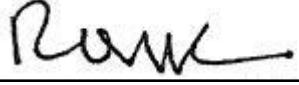
Mary Alexander
MARY ALEXANDER & ASSOCIATES, P.C.
44 Montgomery Street, Suite 1303
San Francisco, CA 94104
Telephone: (415) 433-4440
Facsimile: (415) 433-5440
Email: malexander@maryalexanderlaw.com

Attorneys for Plaintiffs and the Proposed Class

[X] BY MAIL: I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at San Francisco, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member who has been admitted to the bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1 Executed June 22, 2018 in San Francisco, California.
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Rachel Ouk